



CFN 2005R0802922  
DR Bk 23632 Pgs 0002 - 97 (8pgs)  
RECORDED 08/02/2005 10:54:44  
HARVEY RUVIN, CLERK OF COURT  
MIAMI-DADE COUNTY, FLORIDA

This Instrument was Prepared By:

Name: W. Chad Williard, Esq.  
Address: Carlos Williard & Flanagan, P.A.  
999 Ponce de Leon Blvd., Suite 1000  
Coral Gables, FL 33134

A/15

(Space Reserved for Clerk of the Court)

### DECLARATION OF RESTRICTIONS

*WHEREAS*, the undersigned Owner holds the fee simple title to the land in Miami-Dade County, Florida, described in Exhibit "A," attached hereto, and hereinafter called the "Property," which is supported by the attorney's opinion, and

*IN ORDER TO ASSURE* Miami-Dade County (the "County") that the representations made by the Owner during its consideration of Public Hearing No. 01-398 (the "Application") will be abided by, the Owner freely, voluntarily and without duress makes the following Declaration of Restrictions (the "Declaration") covering and running with the Property:

(1) **Site Plan.**

(a) That said Property shall be developed substantially in accordance with the plans previously submitted, entitled, "Agora Professional Building," as prepared by Fullerton Diaz Architects, Inc., consisting of eight (8) pages dated, signed and sealed 12/6/04 and two (2) pages of landscape plans dated 10/22/04 (the "Site Plan"), said plans being on file with the County



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Department of Planning and Zoning, and by reference made a part of this agreement. The Site Plan may be modified at public hearing.

(b) That a road closing petition is also being processed in connection with the Application, (Petition P-743, as may be modified or amended; the "Petition"); however, no building permits shall be issued prior to the approval of the Petition.

(2) **County Inspection.**

As further part of this Declaration, it is hereby understood and agreed that any official inspector of Miami-Dade County, or its agents duly authorized, may have the privilege at any time during normal working hours of entering and inspecting the use of the premises to determine whether or not the requirements of the building and zoning regulations and the conditions herein agreed to are being complied with.

(3) **Covenant Running with the Land.**

This Declaration on the part of the Owner shall constitute a covenant running with the land and may be recorded, at Owner's expense, in the public records of Miami-Dade County, Florida and shall remain in full force and effect and be binding upon the undersigned Owner, and their heirs, successors and assigns until such time as the same is modified or released. These restrictions during their lifetime shall be for the benefit of, and limitation upon, all present and future owners of the real property and for the benefit of Miami-Dade County and the public welfare. Owner, and their heirs, successors and assigns, acknowledge that acceptance of this Declaration does not in any way obligate or provide a limitation on the County.

(4) **Term.**

This Declaration is to run with the land and shall be binding on all parties and all persons claiming under it for a period of thirty (30) years from the date this Declaration is recorded after

which time it shall be extended automatically for successive periods of ten (10) years each, unless an instrument signed by the, then, owner(s) of the Property has been recorded agreeing to change the covenant in whole, or in part, provided that the Declaration has first been modified or released by Miami-Dade County.

(5) **Modification, Amendment, Release.**

This Declaration of Restrictions may be modified, amended or released as to the land herein described, or any portion thereof, by a written instrument executed by the, then, owner(s) of all of the Property, including joinders of all mortgagees, if any, provided that the same is also by the Board of County Commissioners or Community Zoning Appeals Board of Miami-Dade County, Florida, whichever by law over such matters, after public hearing.

Should this Declaration of Restrictions be so modified, amended or released, the Director of the Miami-Dade County Department of Planning and Zoning, or the executive officer of the successor of such Department, or in the absence of such director or executive officer by his assistant in charge of the office in his absence, shall forthwith execute a written instrument effectuating and acknowledging such modification, amendment or release.

(6) **Enforcement.**

Enforcement shall be by action against any parties or person violating, or attempting to violate, any covenants. The prevailing party in any action or suit pertaining to or arising out of this declaration shall be entitled to recover, in addition to costs and disbursements allowed by law, such sum as the Court may adjudge to be reasonable for the services of his attorney. This enforcement provision shall be in addition to any other remedies available at law, in equity or both.

(7) **Authorization for Miami-Dade County to Withhold Permits and Inspections.**

In the event the terms of this Declaration are not being complied with, in addition to any other remedies available, the County is hereby authorized to withhold any further permits, and refuse to make any inspections or grant any approvals, until such time as this declaration is complied with.

(8) **Election of Remedies.**

All rights, remedies and privileges granted herein shall be deemed to be cumulative and the exercise of any one or more shall neither be deemed to constitute an election of remedies, nor shall it preclude the party exercising the same from exercising such other additional rights, remedies or privileges.

(9) **Presumption of Compliance.**

Where construction has occurred on the Property or any portion thereof, pursuant to a lawful permit issued by the County, and inspections made and approval of occupancy given by the County, then such construction, inspection and approval shall create a rebuttable presumption that the buildings or structures thus constructed comply with the intent and spirit of this Declaration.

(10) **Severability.**

Invalidation of any one of these covenants, by judgment of Court, shall not affect any of the other provisions which shall remain in full force and effect. However, if any material portion is invalidated, the County shall be entitled to revoke any approval predicated upon the invalidated portion

(11) **Recording.**

This Declaration shall be filed of record in the public records of Miami-Dade County, Florida at the cost to the Owner following the adoption by the Miami-Dade County Board of County Commissioners or Community Zoning Appeals Board of a resolution approving the application.

(12) **Acceptance of Declaration.**

The Owner acknowledges that acceptance of this Declaration does not obligate the County in any manner, nor does it entitle the Owner to a favorable recommendation or approval of any application, zoning or otherwise, and the Board of County Commissioners and/or any appropriate Community Zoning Appeals Board retains its full power and authority to deny each such application in whole or in part and to the client to accept any conveyance or dedication.


(13) **Owner.**

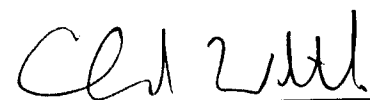
The term Owner shall include the Owner, and its heirs, successors and assigns.

**[Execution Page Follows]**

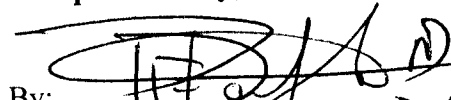
Signed, witnessed, executed and acknowledged this 20 day of January 2005.

Witnesses:

  
\_\_\_\_\_  
Print Name: Romy Simpson

  
\_\_\_\_\_  
Print Name: Chad Willard

Acropolis Realty, LLC

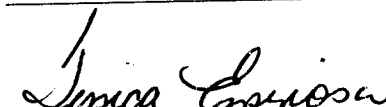
  
By: \_\_\_\_\_  
Print Name: Pablo E. Delgado  
Title: manager

Address: 8950 N. Kendall Dr.  
Suite 403  
Miami, FL 33176

STATE OF FLORIDA )

COUNTY OF DADE )

The foregoing instrument was acknowledged before me this 20 day of January, 2005 by Pablo E. Delgado, as Manager of Acropolis Realty, LLC who is personally known to me or who produced \_\_\_\_\_ as identification.

  
\_\_\_\_\_  
Notary Public, State of Florida  
at Large

My Commission Expires:



Jessica Espinosa  
Commission # DD273053  
Expires: Dec. 7, 2007  
Aaron Notary  
1-800-350-5161

**JOINDER BY MORTGAGEE  
CORPORATION**

The undersigned First Southern Bank, a (state) corporation and Mortgagee under that certain mortgage from PED Holdings, Airport Realty LLC dated the 31<sup>st</sup> day of December, 2002, and recorded in Official Records Book 20919, Page 2603, of the Public Records of Miami-Dade County, Florida, covering all or a portion of the property described in the foregoing agreement, does hereby acknowledge that the terms of this agreement are and shall be binding upon the undersigned and its successors in title.

IN WITNESS WHEREOF, these presents have been executed this 21 day of

January, 2005.

**Witnesses:**

[Signature]  
Signature

M. Lynn Hoinly

Print Name

[Signature]  
Signature

Jonathan L. Wheeler

Print Name

First Southern Bank  
Name of Corporation

Address:

900 N Federal Hwy  
Suite 300  
Boca Raton, FL 33432

By:

[Signature]  
(President, Vice-President or CEO\*)

Jerry W. Menke  
Print Name

[\* Note: All others require attachment of original corporate resolution of authorization]

STATE OF Florida

COUNTY OF Palm Beach

The foregoing instrument was acknowledged before me by Jerry Menke, the SVP of First Southern Bank corporation, on behalf of  
(Title) (Name)  
the corporation. He She is personally known to me or has produced \_\_\_\_\_, as  
identification.

Witness my signature and official seal this 21 day of January, 2005, in the  
County and State aforesaid.

Marla Danio

Notary Public-State of FL

Marla Danio

Print Name

EXHIBIT "A"

The South 1/2 of the South 1/2 of the Northeast 1/4 of the Northeast 1/4 of the Northeast 1/4, less the East 35 feet thereof in Section 4, Township 55 South, Range 40 East, Miami-Dade County, Florida.

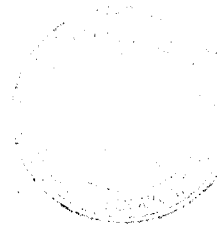
TOGETHER WITH:

The South 25.00 feet of the North 1/2, of the South 1/2, of the Northeast 1/4, of the Northeast 1/4, of the Northeast 1/4 of Section 4, Township 55 South, Range 40 East, Miami-Dade County, Florida, LESS therefrom the following described parcel of land; COMMENCING at the Southwest Corner of the North 1/2, of the South 1/2, of the Northeast 1/4, of the Northeast 1/4, of the Northeast 1/4 of Section 4, Township 55 South, Range 40 East; thence run N02deg11min44secW along the West Line of the said North 1/2, of the South 1/2, of the Northeast 1/4, of the Northeast 1/4, of the Northeast 1/4, of the Northeast 1/4, of the Northeast 1/4 of Section 4 for a distance of 15.50 feet to the POINT OF BEGINNING of the excepted parcel; thence from the above established POINT OF BEGINNING continue N02deg11min44secW along the said West Line of the North 1/2, of the South 1/2, of the Northeast 1/4, of the Northeast 1/4, of the Northeast 1/4 of Section 4 for a distance of 9.50 feet to a point lying 25.00 feet North of, as measured at right angles, the said South Line of the North 1/2, of the South 1/2, of the Northeast 1/4, of the Northeast 1/4, of the Northeast 1/4 of Section 4; thence run N87deg31min40secE parallel to and 25.00 feet North of, as measured at right angle, the said South Line of the North 1/2, of the South 1/2, of the Northeast 1/4, of the Northeast 1/4, of the Northeast 1/4 of Section 4 for a distance of 11.44 feet to a point of intersection with a circular curve concave to the Southeast, said point bearing N37deg01min57secW from the center of said curve; thence run Southwesterly along said curve to the left, having for its elements a radius of 85.00 feet and a central angle of 10deg03min49sec for an arc distance of 14.93 feet to the POINT OF BEGINNING.

LESS:

The East 35.00 feet of the South 25.00 feet of the North 1/2, of the South 1/2, of the Northeast 1/4, of the Northeast 1/4, of the Northeast 1/4 of Section 4, Township 55 South, Range 40 East, Miami-Dade County, Florida.

STATE OF FLORIDA, COUNTY OF DADE  
CLERK OF COUNTY  
August 2 05  
HARVEY J. JAMES, Clerk of Circuit and County Courts  
By: *[Signature]* D.C.





## **OPINION OF TITLE**

**To: Miami-Dade County**

With the understanding that this Opinion of Title is furnished to Miami-Dade County, Florida as inducement for acceptance of a Declaration of Use/Unity of Title/Declaration of Restrictions/Development Agreement or in compliance with Chapter 28, and an inducement for acceptance of a proposed final subdivision plat, covering the real property, hereinafter described, it is hereby certified that I have examined a Title Search Report No. 01-03-24537 issued by Attorneys' Title Insurance Fund, Inc., certified through October 8, 2003 and updated through February 3, 2005, covering the period of time from the BEGINNING to the 3rd day of February, 2005, at the hour of 11:00 PM, inclusive, of the following described property:

See Attached Exhibit "A"

I am of the opinion that on the last mentioned date, the fee simple title to the above-described real property was vested in:

ACROPOLIS REALTY, LLC, a Florida limited liability company

**Note: For Limited Partnership or Joint Venture indicate parties comprising the Limited Partnership or Joint Venture and identify who is authorized to execute.**

Subject to the following encumbrances, liens and other exceptions (If "none" please indicate):

1. **RECORDED MORTGAGES:**

Mortgage to First Southern Bank, mortgagee, recorded in Official Records Book 19755, Page 4245, Public Records of Miami-Dade County, Florida; as modified by that Mortgage Modification and Future Advance Agreement, recorded in Official Records Book 20919, Page 2603, Public Records of Miami-Dade County; and as further extended by that Note and Mortgage Extension Agreement recorded in Official Records Book 22997, Page 4329, of the Public Records of Miami-Dade County, Florida.

2. **RECORDED CONSTRUCTION LIENS, CONTRACT LIENS AND JUDGMENTS:**

NONE

3. **GENERAL EXCEPTIONS:**

1. Taxes for the year of the effective date of this opinion and taxes or special assessments which are not shown as existing liens by the public records.
2. Rights or claims of parties in possession not shown by the public records.
3. Encroachments, overlaps, boundary line disputes, and any other matters which would be disclosed by an accurate survey and inspection of the premises.
4. Easements or claims of easements not shown by the public records.

5. Any lien, or right to a lien, for services, labor, or material heretofore or hereafter furnished, imposed by law and not shown by the public records.
6. Any adverse ownership claim by the State of Florida by right of sovereignty to any portion of the lands insured hereunder, including submerged, filled and artificially exposed lands, and lands accreted to such lands.

4. **SPECIAL EXCEPTIONS:**

1. Declaration of Restrictions recorded in Official Records Book 11841, Page 1328, Public Records of Miami-Dade County, Florida.
2. Covenant Running with the Land in favor of Metropolitan Dade County recorded in O.R Book 14046, Page 899, Public Records of Miami-Dade County, Florida.
3. Covenant Running with the Land in favor of Miami Dade County recorded in Official Records Book 19806, Page 3140, Public Records of Miami-Dade County, Florida.
4. Notice of Commencement recorded in Official Records Book 21632, Page 2613, Public Records of Miami-Dade County, Florida and in Official Records Book 21532, Page 566, of the Public Records of Miami-Dade County, Florida.

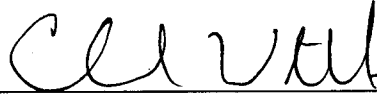
*I HEREBY CERTIFY* that I have reviewed all the aforementioned encumbrances and exceptions.

Therefore, based solely on a review of the foregoing title evidence, I certify that the following parties are the only parties holding record fee to the Property or holding a mortgage interest in the Property of record:

<u>Name</u>	<u>Interest</u>	<u>Special Exception Number</u>
ACROPOLIS REALTY, LLC, a Florida limited liability corporation	Fee Simple Owner	N/A
First Southern Bank	Mortgagee	N/A

I, the undersigned, further certify that I am an attorney-at-law duly admitted to practice in the State of Florida and a member in good standing of the Florida Bar.

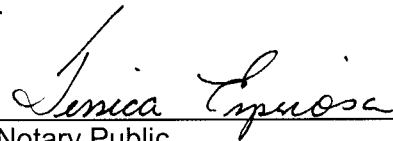
Respectfully submitted this 2<sup>nd</sup> day of March, 2005



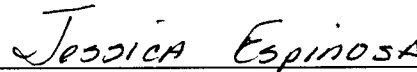
W. Chad Williard, Esq.  
**Florida Bar No.** 097624  
999 Ponce de Leon Blvd.  
Suite 1000  
Coral Gables, Florida 33134

**STATE OF FLORIDA  
COUNTY OF MIAMI-DADE**

The foregoing instrument was acknowledged before me this 2 day of March, 2005, by W. Chad Williard, who is personally known to me.



Notary Public



Print Name

My Commission Expires:



**Jessica Espinosa**  
Commission # DD273053  
Expires: Dec. 7, 2007  
Aaron Notary  
1-800-350-5161